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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
IN SEATTLE**

PLUM PROJECTS LLC, a Washington
limited liability company,

Plaintiff,

v.

MONTEREY INSURANCE COMPANY,
a non-Washington corporation,

Defendant.

No.

COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES

JURY DEMANDED

Plaintiff alleges as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Plum Projects LLC (“Plum”) is a limited liability company formed under the laws of Washington with its principal place of business in Washington.

2. Defendant Monterey Insurance Company (“Monterey”) is, on information and belief, a corporation formed under the laws of California with its principal place of business in California.

Commissioner has taken the position that the relevant language of the endorsement is inconsistent with Washington law; (b) information that was reasonably ascertainable by Monterey would have disclosed to Monterey that Mr. Rodriguez-Valladares was potentially not anyone's "employee" at the time Mr. Rodriguez-Valladares was allegedly injured; and (c) Mr. Rodriguez-Valladares was potentially not an employee of a "subcontractor" to Plum at the time Mr. Rodriguez-Valladares was allegedly injured.

10. When Monterey refused to defend or indemnify Plum, Plum had to pay to defend itself from the Underlying Lawsuit and to settle the Underlying Lawsuit.

III. CAUSES OF ACTION

11. Plum incorporates by reference as though fully repeated herein each of the allegations contained in the previous paragraphs.

12. Monterey owed a duty to defend Plum from the Underlying Lawsuit, which duty Monterey breached, proximately causing harm to Plum in an amount to be proven at trial.

13. Monterey unreasonably breached its duty to defend Plum from the Underlying Lawsuit, estopping Monterey from denying coverage for the defense costs and settlement that Plum incurred as a result of the Underlying Lawsuit.

14. Monterey owed a duty under WAC 284-30-300 *et seq.* to conduct a reasonable investigation before denying defense coverage for the Underlying Lawsuit. Monterey breached that duty, proximately causing harm to Plum, in its business or property, in an amount to be proven at trial.

1 15. Monterey's violations of WAC 284-30-330 *et seq.* constitute per se unfair and
2 deceptive acts or practices under the Washington Consumer Protection Act, RCW Chapter
3 19.86, which acts or practices have damaged Plum in an amount to be proven at trial.

4 16. A clear and present dispute exists between Plum and Monterey concerning the
5 parties' obligations under the Policy and applicable statutes and regulations. Plum seeks a
6 declaratory judgment regarding the parties' respective rights and obligations, including (a)
7 whether Monterey unreasonably breached its duty to defend, therefore estopping Monterey
8 from denying coverage for the costs that Plum incurred to defend and settle the Underlying
9 Lawsuit; (b) whether Monterey failed to conduct a proper investigation as required by WAC
10 284-30-300 *et seq.*; and (c) whether Monterey has violated RCW Chapter 19.86;

11 **IV. RELIEF REQUESTED**

- 12 1. A declaration as to the rights and obligations of the parties;
- 13 2. An award of money damages in an amount to be proven at trial;
- 14 3. An award of pre- and post-judgment interest as allowed by law;
- 15 4. An award of attorney's fees and other costs and expenses of litigation pursuant
16 to applicable statute, regulation, common law, or recognized ground in equity;
- 17 5. Such other and further relief as this Court deems just and proper.

18 **V. JURY DEMAND**

19 Plum demands a trial by jury pursuant to Fed. R. Civ. P. 38.

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1 DATED this 11th day of April 2018.

2 HARPER | HAYES PLLC

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